



# **Request for Proposals**

**For**

**Education Data Warehouse  
& Decision Support System**

**State of Maine  
Department of Education**

**July 13, 2009**

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# 1. 1 Administrative Issues

## 1.1 Introduction/Overview

The Maine Department of Education (MDOE) is seeking a vendor to assist in the development of an Education Data Warehouse and Decision Support System (EDW/DSS). The EDW/DSS is a key component of the Statewide Longitudinal Data System. The system will serve a wide range of stakeholders in support of improving student achievement and providing Maine's students with 21<sup>st</sup> century skills.

The Maine Department of Education collects data on approximately 200,000 students and 40,000 staff employed by the school units.

In preparation for this Request for Proposals (RFP) MDOE completed an inventory of data collections, repositories and outputs, and developed an education data dictionary that identifies core data elements and definitions. The metadata repository is documented in an online tool maintained by MDOE.

The purpose of this RFP is to find select a vendor to work in partnership with MDOE to:

- Implement a central repository of MDOE data that will serve as a definitive source for research and longitudinal data analysis;
- Provide a decision support system with analysis and reporting tools to support educators, decision makers, policy makers, researchers and other stakeholders in making data-driven, research-based decisions about improving student achievement;
- Load an untransformed copy of each of repository identified in [Appendix A] into a central staging repository; establish a process for each designated repository to update the central staging repository going forward; and establish procedures for MDOE to operate these processes after the project completes;
- Create data marts to manage MDOE federal and State data submissions;
- Create data marts for longitudinal data analysis of student performance and academic growth; and
- Meet the following Federal and State requirements:
  - **FERPA** (see Appendix D – Supporting Policy Documents),
  - **HIPAA** (see Appendix D – Supporting Policy Documents),
  - All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures ([Maine.Gov/oit/oitpolicies](http://Maine.Gov/oit/oitpolicies)) including, but not limited to:
    - **Architecture Compliance Policy** (see Appendix D – Supporting Policy Documents),
      - **State of Maine Information Technology Environment** (see Appendix D – Supporting Policy Documents),
      - **Domains and Bricks** (see Appendix D – Supporting Policy Documents),
    - **Deployment Certification Policy for Major Application Projects** (see Appendix D – Supporting Policy Documents),
    - **Web Standards and Accessibility Policies** (see Appendix D – Supporting Policy Documents),
    - **State of Maine Information Technology Security Policy** (see Appendix D – Supporting Policy Documents),
    - **State of Maine Remote Hosting Policy** (see Appendix D – Supporting Policy Documents),

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- o All other legislation guiding the MDOE.

### **1.2 Purpose and Scope of Services**

In this Request for Proposal, the MDOE seeks proposals to assist in the development of and Education Data Warehouse and Decision Support System (EDW/DSS). The term “requirement” is used in this RFP to mean a statement of functional capability, business rule, or environmental constraint that specifies what the system must do.

The goal of this RFP is to define the system requirements in a clear manner, focusing on the level of detail and granularity necessary to allow the successful bidder’s development team to rapidly begin design and implementation. Additional information may be obtained at a bidder’s conference after this RFP is released. Requirements that do not have sufficient detail and granularity will be refined during the design phase of the project at no additional cost to MDOE. MDOE reserves the right to require the successful bidder to meet with stakeholders identified by MDOE to receive additional guidance regarding the implementation of these requirements.

### **1.3 Objectives**

The following objectives will be met by the EDW/DSS:

- 1) Implement a web-based, secure, centralized, longitudinal data store as specified in Section 2 by June 30, 2010.
- 2) Create data marts with conforming dimensions to fully support EDFacts, EPS and other reporting and analysis programs.
- 3) Create a data mart with conforming dimensions to support, at a minimum, the following usage scenarios:
  - a. Evaluation and research;
  - b. School and school unit strategic improvement planning (balanced scorecard);
  - c. Growth model calculations;
  - d. Dropout and at-risk early identification and prevention; and
  - e. Assessment analysis.
- 4) Provide a decision support system for use by a wide range of stakeholders.

### **1.4 Procurement Timeline**

Public Advertisement	July 13, 2009
RFP Published	July 13, 2009
Bidders’ Conference	August 4, 2009
Proposals Due	September 17, 2009

### **1.5 Bidder’s Conference**

A bidder’s conference will be held at 1:00 pm on August 4, 2009 at the following location:

Conference Room 500 (5th Floor)  
Burton M. Cross Office Building  
111 Sewall Street,  
Augusta, ME 04330

### **1.6 Administrative Information**

- a. The RFP Administrator is:

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Bill Hurwitch  
Department of Education  
23 State House Station  
Augusta, ME 04333-0023  
E-mail: [bill.hurwitch@maine.gov](mailto:bill.hurwitch@maine.gov)

- b. From the date on which this RFP is released and during the period up to and including the date on which a notice of intent to award is issued, prospective bidders shall contact only the RFP administrator above with regard to this procurement. Direct or indirect attempts by a prospective bidder, its employees, agents or representatives, to contact other representatives of MDOE or other State agencies to obtain information or for other purposes regarding this RFP or the procurement process may result in disqualification of a bidder's proposal.
- c. In **NO CASE** shall verbal communication override written communication. Only written communications are binding on MDOE.
- d. MDOE assumes no responsibility for representations concerning this RFP or procurement, which are, or may be, made by its employees, agents, or representatives prior to the execution of an Agreement, unless such representations are specifically incorporated into this RFP in writing. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing. Any information provided by a bidder verbally shall not be considered part of that bidder's proposal. Only written communications from a prospective bidder and received by MDOE shall be accepted.
- e. Bidders may submit questions regarding this RFP in writing to the RFP administrator. The deadline for bidder submitted questions is 4:00 p.m. local time August 5, 2009. The State will prepare written responses to bidder questions and will post all questions and responses on the Department of Education website by August 12, 2009. Names of bidder firms and individuals asking specific questions will not be disclosed.

### ***1.7 Preparation of the Proposal***

The "Official Proposal" shall be typewritten. Changes to the technical proposal may be lined out and initialed. **Bidders shall follow the proposal instructions given in Section 3 of this RFP.**

Section 3 of this RFP requires the use of the Cost Proposal Form that is included with this RFP document as Appendix B – Cost Proposal Form. Use of the Cost Proposal Form is **MANDATORY**. Failure to use the mandatory Cost Proposal Form shall be considered unresponsive and shall result in the summary rejection of the bidder's proposal.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" containing the signed, original response to this RFP and **Ten (10)** paper copies, as well as one copy in electronic format using Microsoft Word, shall be delivered in sealed package(s) **no later than 2:00 pm on September 17, 2009**. The Technical Proposal(s) and general information shall be sealed in one envelope and the Cost Proposal shall be sealed in a separate envelope. The entire package, containing all required response forms and other required information should be submitted together. All packages shall be clearly labeled with the following information.

- a. Department of Administrative & Financial Services  
Division of Purchases  
Burton M. Cross Building, 4<sup>th</sup> Floor  
9 State House Station  
Augusta, Maine 04333-0009
- b. Education Data Warehouse/Decision Support System, RFP #200906470
- c. Bidder's Name and Address
- d. Name of Contact Person, Telephone Number, Fax Number, and Email Address

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- e. Project Title
- f. Proposal Due 2:00 pm September 17, 2009

Technical Proposals, General Information, and Cost Proposals: In addition, if multiple packages per proposal are used, the packages comprising the complete proposal shall be numbered in the following fashion: 1 of 4, 2 of 4, and so on. The original proposal shall be clearly labeled "Official Proposal" and all copies shall bear the labels "Copy 1" through "Copy 10."

If a bidder submits more than one (1) proposal, the bidder shall submit a separate Technical Proposal and a separate Cost Proposal for each proposal submitted. Each proposal shall be separately packaged and labeled as required herein.

### ***1.8 RFP Changes and Addenda***

In the event it becomes necessary to revise any part of this RFP prior to the scheduled submittal date, an amendment or an addendum shall be issued to all potential bidders who have received this RFP, consistent with any amendment timelines required by the Division of Purchases.

### ***1.9 Rejection of Proposals***

MDOE reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty for any one of the following reasons:

- Section 1.** Failure to deliver the proposal by 2:00 pm on the due date.
- Section 2.** Failure to include the required Cost Proposal Form signed by an officer of the company submitting the proposal.
- Section 3.** Failure to include the Cost Proposal in a separate sealed envelope.
- Section 4.** Failure to follow the proposal format instructions as specified.

### ***1.10 Certification of Independent Price Determination***

By submission of a response to this RFP, the bidder certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
- b. Unless otherwise required by law, the prices, which have been quoted in this proposal, have not been knowingly disclosed by any prospective bidder and shall not knowingly be disclosed by the bidder prior to the notice of intent to award, directly or indirectly to any competitor.
- c. No attempt has been made, or shall be made, by a bidder to induce any other person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.
- d. Each person signing this proposal certifies that:
  - 1. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein; or
  - 2. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision.

3. The offer is made by the submitted proposal, and an officer of the offering firm shall sign any clarifications to that proposal or a designated agent empowered to bind the firm in an Agreement.

### ***1.11 Withdrawal of Proposals***

Proposals may be withdrawn, modified, and resubmitted at any time prior to the time set for the receipt of proposals.

### ***1.12 Disposition of Proposals***

Written proposals submitted in response to this RFP (including the recording and any transcriptions of oral presentations by bidders) become the property of the State, regardless of whether MDOE rejects any or all of the proposals. The proposals shall not be returned to bidders, except as specified in this RFP.

### ***1.13 Disclosure of Proposal Content***

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

### ***1.14 Clarifications and Releases***

MDOE may, but is not required to, request a bidder to clarify in writing any and all aspects of a proposal; however, bidders will not be allowed to alter or amend their proposals through the clarification process. MDOE reserves the right to contact and to discuss a bidder's performance with the bidder's other clients and former clients.

### ***1.15 Proposal Evaluation and Award***

All proposals submitted shall be evaluated in accordance with the requirements set forth in Section 4 of this RFP. Any Agreement resulting from this RFP and the subsequent evaluation process shall not necessarily be awarded to the bidder with the lowest price on an individual option basis. Instead, the Agreement shall be awarded to the compliant bidder who has accumulated the most points in accordance with the evaluation criteria outlined in Section 4.

This RFP as well as the successful bidder's response to this RFP, together with all addenda and clarifications shall become part of the contractual obligation and shall be incorporated by reference into the ensuing Agreement with the successful bidder.

### ***1.16 Gratuities***

The laws of Maine provide that it is a felony to offer, promise, or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be reported to the appropriate prosecuting attorney.

### ***1.17 Conflicts Between Terms***

MDOE reserves the right to accept or reject any exception taken by a bidder to the terms and conditions of this RFP. Should a successful bidder take exception to the terms and conditions required by the State,

the bidder's exceptions may be rejected and the entire proposal declared non-responsive. These exceptions should be noted conspicuously and noted as exceptions to the RFP. MDOE may elect to negotiate with the successful bidder regarding Agreement terms that do not materially alter the substantive requirements of this RFP.

### **1.18 *Maine Statutes and Rules***

Maine Department of Administration and Financial Services, Division of Purchases Rules, Chapter 110, sets forth procedures for State of Maine procurement under which this RFP is issued. The terms and conditions of this RFP and the resulting Agreement(s) or activities based upon this RFP shall be construed in accordance with the laws of Maine.

### **1.19 *Costs of Preparation of Proposal***

No payments shall be made to cover direct, indirect or associated costs incurred by a prospective or successful bidder in the preparation of its proposal(s) in response to this RFP or any other submission made under this RFP.

### **1.20 *News Release***

News releases or other materials made available to the public, a bidder's clients, or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of MDOE.

### **1.21 *Miscellaneous***

MDOE reserves the right to accept or reject any or all proposals without penalty.

MDOE reserves the right to waive minor deficiencies and informalities if, in the judgment of MDOE, its best interests will be served. Failure to comply with a mandatory requirement is not a minor deficiency or informality that will be waived.

## **2 Operating Environment and General Requirements**

### **2.1 *Overview***

The technical specifications and functional requirements in this RFP are organized in subsections that consist of the following 8 groupings, numbered to match the relevant subsection numbers as described in this Section of this RFP:

Section 2.2 Technical: This group of requirements represents the activities and functionalities needed to support the proposed system.

Section 2.3 Security: This group of requirements represents the activities and functionalities needed to enforce the required security and confidentiality requirements. Security is an infrastructure functionality that is a part of each of the functional groups.

Section 2.4 Data Extraction, Transformation, and Load: This group of requirements represents the activities and functionalities needed to integrate currently available information with the EDW/DSS. The purpose of this functional group is to minimize manual data entry for required information.

Section 2.5 Data Warehouse: This group of requirements represents the activities and functionalities related to the education data warehouse.

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Section 2.6 Data Analysis, Access, Queries, and Reports: This group of requirements represents the activities and functionalities related to reporting and analysis of the information collected in the education data warehouse.

Section 2.7 Data Exporting and Interface Requirements: This group of requirements represents the activities and functionalities related to integration of the EDW/DSS with external and third-party database systems.

Section 2.8 SIF Requirements: This group of requirements represents the activities and functionalities needed to implement a Schools Interoperability Framework compliant data information system application. SIF is the preferred education data transmission process.

Section 2.9 Training and Documentation Requirements: This group of requirements represents functionalities related to training and documentation for State and stakeholder end users.

## **2.2 Technical Requirements Overview**

MDOE requires the EDW/DSS to integrate and complement existing information infrastructures and to allow for integration of future development tools. The EDW/DSS shall be a web-based solution compatible with standard Microsoft Windows and Apple Mac operating system browsers. Bidders may offer an existing COTS product. The EDW/DSS will be located at the State Office of Information Technology (OIT) data center in Augusta, Maine. Bidders may offer the option of remote hosting (see Section 3.5).

### **2.2.1 MDOE Technical Hardware and Software Requirements**

Item #	Requirement
1	Provide a web-based centralized enterprise database that may be accessed without the need to install client software.
2	Database Server. Integrate with the Maine Education Data Management System (MEDMS) MS SQL Server database. Any additional Relational Database Management System (RDBMS) licenses and server peripheral components required to support the selected solution shall be obtained through existing State Agreements by MDOE. These components must be identified in detail in the proposal, but MDOE will price them independently.
3	Client Workstations. Accommodate users accessing the system using either laptop or desktop hardware running current supported versions of Microsoft operating system, Microsoft Office and Internet Explorer and supported versions of Apple Safari and current supported versions of Firefox (PC and Apple).
4	Network Services. Accommodate users with a minimum 56kBps-based Internet connection.
5	Data Integrity and Validity. Provide the ability to check data integrity and validity via various cross-referencing field verification checks.
6	Reduce Redundant Data Entry. Provide the ability to reduce redundant and irrelevant data entry and use forced choice entry techniques where applicable.
7	Associated Attachments. Provide the ability to store all associated attachments (multiple file formats) in the central database, and make them accessible through the application.
8	Microsoft Office Compatibility. Provide the ability to utilize Microsoft Office 2000 and its evolutionary replacement for spreadsheets, narratives, summaries, and face sheets (detailed history documents).
9	Data Compatibility. Provide the ability to import and export data from various State and third party

	systems.
10	Demonstrate an application architecture and design consistent with current industry best practices and integrate with the current MDOE infrastructure. The database shall be scalable, hardware independent and support cross platform application operations.
11	Provide software assurance guarantees.
12	Provide an established process for migrating to new software releases.

## 2.3 Security Requirements

*General Security Requirements.* All security requirements will be governed by the State of Maine Information Technology Security Policy (<http://www.maine.gov/oit/policies/ITSecurityPolicy2008.pdf>). The requirements to manage the security and access Section of this RFP define the functionality to ensure the data concurrency and security in the system. Security must provide uniform roles throughout the system that ensure data integrity. Security shall be provided using the concept of application areas, each of which shall have application pages. The system shall also identify the page controls within each application page. Different privileges shall be defined on application areas, application pages, and page controls to ensure a comprehensive security for the application.

### 2.3.1 Security

This application must pass OIT Deployment Certification (<http://www.maine.gov/oit/policies/DeployCertPolicy.htm>) and undergo all relevant FERPA, HIPPA, Personal Identifiable Information (PII) certifications thru an independent third party assessment. All significant findings must be remediated by the appropriate responsible parties before the system is put into production.

Item #	Requirement
1	Provide the ability to timeout a user's screen with automatic timer for security.
2	Provide the capability of mass security updates.
3	Provide for the use of Secure Sockets Layer (SSL) encryption initially and Transport Layer Security (TLS) or other forms of comparable Advanced Encryption Standard (AES) encryption, for all transfer of student data between client and server.
4	Provide the ability to do mass updates to groups of users as needed.
5	Use a consistent security model throughout.

### 2.3.2 Logging and Access Rights

Item #	Requirement
1	Provide the capability to log into the system.
2	Require the user's user name and password to log into the system.
3	Mask the password with asterisks as the user types in the password.
4	Provide the capability to limit the number of log on failed attempts to three and then direct the user

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	to a page indicating that log on failed.
5	Require the user to enter a new password if the old password has expired.
6	Provide the capability to notify the user if the user name or password is not valid.
7	Allow for security to be defined at login, sub-system, application, file, field, and user level.
8	Provide fully integrated security and access control capabilities, including single logon and customizable views for administrators.
9	Provide a security coding system to support multiple users with each user having a different password and different read and write access capabilities.
10	Allow LDAP integration for username and password administration.
11	Have the ability to build individual security profiles that users would be associated with, rather than each individual having its own set of permissions.

### 2.3.3 Managing Security and Access

Item #	Requirement
1	Provide the capability to add, change, or delete roles.
2	Provide the following roles: State Administrator and System Administrator. The State Administrator manages roles, users and organizational settings. The System Administrator manages the overall system configuration and settings including organizations and overall security.
3	Ensure that the system roles cannot be deleted.
4	Provide the capability to associate roles with a user.
5	Provide the capability for the System Administrator to add, change, or delete application areas and application pages.
6	Provide the capability to assign a role to an application area using a security setting of: <ul style="list-style-type: none"> <li>• No access (NA);</li> <li>• Read only (R);</li> <li>• Edit/Read (ER);</li> <li>• Edit/Add/Read (EAR); and</li> <li>• Edit/Add/Read/Delete (EARD).</li> </ul>
7	Provide the capability for the System Administrator role to add, change, or delete page controls (e.g., fields, check boxes, radio buttons) for each page.
8	Provide the capability for the System Administrator role to assign a role to a page control using a security setting of: NA, R, and ER. NA means the control shall not be displayed for that role; R means the control shall be displayed for read only (i.e., the user shall not be allowed to update the control's data); and ER means the control shall be displayed in its normal native format to allow the user to change the data value associated with the control.
9	Provide the capability for the System Administrator role to associate pages with an application area.
10	Provide security and administrative access distributed to users that works in conjunction with centralized administration.

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11	Provide the capability for the System Administrator to create organizations. Organizations may be hierarchical.
12	Provide the ability to define which fields of a record a particular user or group can view and which they can edit.
13	Provide row level security using the underlying relationships between the users and organizations.
14	Provide for the capability to copy a role and its defined access rights.
15	Provide users the ability to post new data to the database via web browser per their account permissions.
16	Provide the ability to allow MDOE staff members to have appropriate access to school unit data.
17	Provide the capability to define the SMTP (Simple Message Transport Protocol) server user account and password that shall be used for email notifications.
18	Provide the capability for users to control who has access to results of queries.
19	Provide the ability to limit access to individual reports to authorized users based on their roles and security rights.
20	Provide the ability for users to share report read only and edit rights with other users based on their roles and security rights.
21	Provide the ability to maintain an audit trail of transactions made in the EDW/DSS, identifying who made the change, the type of change made, and the date / time the change was made. This shall be accomplished for addition, deletion, and edits. This shall include all security maintenance transactions. Both a before and after image of data changes shall be captured in order to record the specific data elements that were modified.

## ***2.4 Data Extraction, Transformation, and Load (ETL) and Integration Requirements***

### **2.4.1 Overview of ETL**

The EDW/DSS shall provide the capability to Extract, Transform, and Load (ETL) into the EDW/DSS database the essential data requirements from MDOE and external data sources. MDOE will only consider proposals that address these essential EDW/DSS ETL data requirements and that include these costs in the Cost Proposal Forms Section of Appendix B –Cost Proposal Form.

### **2.4.2 Ability to ETL and Integrate with MDOE Sources and to Integrate with New Data Sources**

Item #	Requirement
1	Provide the ability for the EDW to receive data from disparate internal and external data sources.
2	Provide a process for converting any remaining data from existing MDOE data systems that are not already integrated.
3	Provide the ability for the ETL process to validate data quality at the front end based on MDOE business rules.
4	Provide the ability to perform data cleansing to maintain the quality, accuracy and integrity of the

Item #	Requirement
	data warehouse.
5	Provide scheduled error check and validation routines.
6	Provide ETL completion and error logs and email notifications.
7	Provide ETL process for updating data from each of the repositories identified in Appendix A.
8	Provide the ability for MDOE system administrator to add ETL processes for repositories not identified in Appendix A.

## 2.5 Data Warehouse Requirements

The education data warehouse is a centralized repository that will consolidate data from disparate internal data resources as well as data currently stored by third party vendors. A single data structure will enable stakeholders to track school unit, school and student performance data over time.

The warehouse will include school unit, school, staff and student data in a longitudinal format as well as elements required for all State and federal reporting. Student data will utilize the existing MEDMS unique State student identifier that will link demographic, enrollment and program data with assessment data uploaded from third party vendors including, but not limited to, Measured Progress and College Board through an extract, transform and load (ETL) process.

Item #	Requirement
1	Move a copy of each of repository identified in Appendix A into a central staging repository; assist MDOE with logging the table and field structure into MDOE's metadata repository; and assist MDOE with mapping fields to standard definitions in MDOE's data dictionary.
2	Establish a process for each designated repository to update the central staging repository and establish and document procedures for MDOE to maintain and manage these processes after the project completes.
3	Create an EDFacts data mart to manage all MDOE federal data submissions.
4	Create an Essential Programs & Services (EPS) data mart to manage the process of loading data into the EPS application.
5	Calculate student growth percentile for each student result set and create a research data mart, optimized for statewide analysis.
6	Create a student at-risk data mart for school and school unit users to identify as early as possible students at risk of falling off-track for early literacy, New England Common Assessment Program (NECAP) proficiency, on-time graduation, or post-secondary completion.
7	Create a school and school unit improvement data mart to support balanced scorecard strategic planning.
8	Provide data warehouse optimization tools.
9	Provide performance monitoring tools.
10	Provide a data management plan that includes storage and archiving strategies.
11	Provide the capacity to store twenty (20) years of data.

## **2.6 Data Analysis, Access, Queries and Reports (General Data Analysis, Access, Queries, and Reporting Requirements)**

### **2.6.1 Data Analysis and Reporting Requirements**

<b>Item #</b>	<b>Requirement</b>
1	Be capable of supporting flexible definitions (e.g., Reference Information and Lookup Values) of types of schools and school units, such as: high schools and vocational regions/centers; middle schools including many different ranges of grades; multiple types of configurations of schools within school units; and regional alternative schools.
2	Provide the ability to create NCLB report cards at the State, school unit and school levels.
3	Provide the ability to produce a wide range of graph types including, but not limited to: bar charts, pie charts, line charts, scatter charts, bubble charts and three dimensional charts.
4	Provide the ability to drill-down by clicking on a section of a chart or graph.
5	Provide the ability to perform multi-dimensional analysis and drill down and roll-up to view data at different levels of detail.
6	Provide the ability to perform longitudinal trend analysis at individual and aggregate levels.
7	Provide the ability to analyze student, school, and school unit performance across multiple years and dimensions.
8	Provide analytical tools for users at multiple levels including both casual and power users.
9	Provide the ability to suppress or mask fields when the n size falls below State defined levels.
10	Provide the ability for users to perform ad hoc data analysis and reporting and save, modify and share queries.
11	Provide the ability to perform statistical analysis.
12	Provide the ability to develop growth models based on student, school and school unit performance.
13	Provide the ability to create balanced scorecards to monitor and track student, school and school unit performance.
14	Provide the ability to track programs to funding levels at the school unit level.
15	Provide the ability to perform “what if” analysis.
16	Provide the ability to filter data by subgroups and demographics.
17	Provide the ability for system administrators to create pre-defined read-only reports.
18	Provide the ability to produce standardized reports viewable by Mac or PC users.
19	Provide the ability for the MDOE to roll up all data into statewide reports.
20	Provide the ability for non-technical users to create reports utilizing step-by-step data selection tools (e.g., wizards).

21	Provide the ability to create and save report templates with predefined formats, fonts and graphics.
22	Provide the ability to schedule reports to run and post to an external website for access by the general public or authorized users.

## ***2.7 Data Exporting and Interface Requirements***

### **2.7.1 Exporting Interface Functional Requirements**

Item #	Requirement
1	Provide the ability to export data in a variety of standard formats (e.g., xls, csv, xml, txt, rtf, pdf) that can be integrated with other data systems.
2	Provide the ability for MDOE users to export data in a variety of standard formats (e.g., xls, csv, xml, txt, rtf, pdf) that can be integrated with other information available at the MDOE level. Security requirements shall certify that MDOE staff only has access to the appropriate data.

### **2.7.2 System Interface Requirements**

Item #	Requirement
1	Be able to import and export data to and from third party software.
2	Provide the ability to support data integration and data sharing with other computer systems using SIF-certified applications or other industry standard protocols to eliminate duplicate entry and protect the sensitivity of certain data elements.
3	Provide the ability to permit user definable import and export specifications for files.
4	Provide the ability to receive, accept, and/or modify data from a variety of possible sources, such as scanning, keyboard entry, archived records, and external sources such as the Web.
5	Provide the ability to allow users to export data to statistical software that makes tables of specified data and to export in a variety of standard formats (e.g., xls, csv, xml, txt, rtf).
6	Be able to store specified export routines for later use and modification.

## ***2.8 Schools Interoperability Framework (SIF) Requirements***

This section is required for vendors that are proposing SIF certified or compliant systems. It is optional for bidders proposing alternative data interoperability systems.

### **2.8.1 SIF Certification**

Item #	Requirement
1	Please list SIF Certified applications that will be provided by your company as part of this proposal (as posted on SIF Certification Registry: <a href="http://www.opengroup.org/sif/cert/register.html">http://www.opengroup.org/sif/cert/register.html</a> ).

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Item #	Requirement
2	Please list applications that will be provided by your company as part of this proposal that are not SIF Certified but that have SIF agents available. When do you intend to have these applications certified as SIF Certified?
3	For each SIF Certified application, please supply a copy of the Conformance Statement Questionnaire that you completed as part of your Certification Application.
4	For each application that has a SIF agent but is not yet SIF Certified please provide a description of each agent's functionality in complete detail.

### 2.8.2 SIF Experience

Item #	Requirement
1	Describe the implementation and support services available from your company during deployment of the SIF certified applications that will be provided as part of this proposal.
2	Describe the functions(s) supported by your application(s) (i.e., subscriber, provider, etc.).
3	Please list other agent vendors and/or SIF certified applications that are known to have been deployed by schools and/or school units that have implemented your SIF certified applications that will be provided as part of this proposal.
4	Please list the SIF data objects available in the SIF certified applications that will be provided as part of this proposal.
5	Please name the zone integration server(s) that have been tested for use or that existing customers have used during deployment of the SIF certified applications that will be provided as part of this proposal.
6	List at least three reference schools and/or school units that have purchased and/or deployed your SIF certified application. Please provide customer contacts for each reference.
7	How many total customers do you have that have purchased and/or deployed your SIF certified applications that will be provided as part of this proposal? Note that a comprehensive confidential list of clients may be requested if your organization is chosen for further consideration.

### 2.8.3 Agent Costs

Item #	Requirement
1	Are costs for your agent(s) included in the costs for your software or are they separate costs?
2	How are upgrades to your agent(s) priced?
3	Describe installation support.
4	Describe on-going support.
5	Are upgrades included in software maintenance or annual service agreement?

## 2.8.4 Zone Integration Server (ZIS)

Item #	Requirement
1	Does your company provide or market a Zone Integration Server (ZIS)? (If no, proceed to section 2.8.5.)
2	Identify the version(s) of the SIF Specification that the ZIS supports.
3	Please provide a list of references from these implementations that we can contact.
4	Does your proposal include the cost of the ZIS and implementation?
5	Describe the training and support provided (documentation, phone support, etc.).
6	What additional software needs to be installed and operational in order for your ZIS to run properly?

## 2.8.5 SIF Association Participation

Item #	Requirement
1	Please provide your original date of SIF membership.
2	List leadership positions held by staff in your organization as part of the Schools Interoperability Framework organization, including working groups.
3	List SIF working groups in which your company actively participates and staff hours of company involvement in each working group.
4	List any and all SIF activities in which you have participated, including Developers Camps, Connect-a-Thons, conference and trade show demonstrations, and quarterly and annual meetings.

## 2.8.6 SIF Support

Item #	Requirement
1	Will your company assist the MDOE in using SIF to interface your application with other internal and external legacy information systems used by the MDOE?
2	What support does your company provide for agent specific questions? Describe your escalation procedures.
3	What specific training, support and development assistance will be provided?

# 2.9 Training and Documentation Requirements

## 2.9.1 Overview of Training

The MDOE will require training and support to SAUs, MDOE personnel and other stakeholders to ensure successful implementation and utilization of the EDW/DSS. This training shall include general navigation

of the application interface, generating and understanding reports, implementing security administration, troubleshooting system problems, maintaining database and integrity of system, and backup procedures.

## 2.9.2 Training and Documentation

Item #	Requirement
1	<p>Provide up to two weeks of system administration training to MDOE personnel. The training should include at a minimum:</p> <ul style="list-style-type: none"> <li>• Managing security and user access;</li> <li>• EDW/DSS maintenance and support;</li> <li>• Adding data sources;</li> <li>• Updating and adding the ETL process with external databases;</li> <li>• Data validation and cleansing;</li> <li>• Fact and dimensional table modeling;</li> <li>• Creating and updating OLAP cubes;</li> <li>• Creating queries, ad hoc and standard reports;</li> <li>• Creating complex queries;</li> <li>• Exporting tables and data to external databases; and</li> <li>• Maintaining and updating training and online help documentation.</li> </ul>
2	<p>Provide up to four weeks of end-user/stakeholder training utilizing: instructor-led classes, live web classes, and recorded web classes. Training should include at a minimum:</p> <ul style="list-style-type: none"> <li>• Using/navigating the decision support system;</li> <li>• Viewing and downloading reports;</li> <li>• Creating and saving ad hoc queries;</li> <li>• Accessing State, school unit and school level reports;</li> <li>• Drill down techniques; and</li> <li>• Using online help features.</li> </ul>
3	Provide context-sensitive online help for system administration users and end-users.
4	Provide electronic copies of all system administration and end-user training materials in Word and PDF formats.
5	Provide the ability to meet the State of Maine standards for technical and program documentation.
6	Provide to MDOE electronic copies of all necessary documentation to facilitate ongoing maintenance of the system after implementation.
7	Provide to MDOE attendee lists for all on-site and on-line training sessions.

## 3 Instructions for Submitting Proposal

### 3.1 Cover Letter

Provide a cover letter to the proposal that includes the following:

#### 3.1.1 Name and Address

Provide the name and address of the prime bidder. Names and addresses of all subcontracted providers must also be included.

### **3.1.2 Guarantee**

Provide a statement guaranteeing that the bidder can and will meet the June 30, 2010, implementation date for the project.

### **3.1.3 Signature**

Provide a signature and title, in the cover letter, of the person empowered to bind the prime bidder.

## **3.2 Technical Proposal**

Submit a technical proposal explaining how the bidder will meet the requirements detailed in Section 2 of this RFP. Proposed solutions must be correlated, by number, to the appropriate sections outlined in Section 2.

Identify and describe in detail the hardware and software necessary to install, run, and support the system being proposed including testing and/or training environments.

If any component of the proposed system is not compatible with the development and operating environments documented in Section 2.2 of this RFP, the bidder must indicate what additional tools and equipment will be required and include an estimate for the procurement, installation, and support of these tools and equipment. In the event the provider cannot guarantee a June 30, 2010 implementation date, a proposed implementation date is required. MDOE is under no obligation to consider a proposal that does not comply with section 3.1.2, but may do so at its discretion based on the number and quality of responses.

The bidder must provide a warranty of at least one year on the system and all products provided by the bidder. The warranty period begins when MDOE has accepted the delivery of the system, and shall cover the diagnosis and fixing of all system features and functions that do not operate as stated in this RFP and in the bidder's documentation.

The bidder must also provide a warranty that the software used to implement the system proposed is bug free for a period of one year after the product is delivered in final form or until MDOE enters into an Agreement with another vendor for further modifications of the software, whichever is shorter. This means that once the software is delivered, the bidder must be willing to fix, at no charge to MDOE, any faults the software may exhibit for a period of one year.

## **3.3 Work Plans and Timelines**

Provide a description of how the bidder plans to interact with MDOE staff and bidder requirements of MDOE.

### **3.3.1 Project Work Plan**

Provide a work plan outlining the steps being taken in each category:

- Design, Development, Implementation, Acceptance Testing and Production Cutover and Stabilization

The work plan must include:

- The steps required;
- Detailed descriptions of the deliverables in each step;
- The level of effort for each deliverable;
- Proposed time frames;
- Bidder staff requirements;

- MDOE staff requirements including skill levels required, and time commitments to accomplish a successful implementation of the system, including conversion of MDOE data, and customizations needed to meet MDOE business needs; and
- How the bidder will provide the necessary interaction with MDOE staff to help modify workflows around the proposed system and define and implement required enhancements.

### **3.4 Bidder Qualifications**

Provide a brief history of the bidder's company including a general company overview, background, and ownership.

If this is to be a joint bidder proposal, or the bidder intends to utilize the services of a subcontractor or subcontractors, include a narrative description of the considerations and benefits of such an approach.

#### **3.4.1 Bidder Experience**

##### **3.4.1.1 Systems Development Experience**

Provide a detailed narrative description of the bidder's experience with their EDW/DSS development and support within the last three (3) years.

##### **3.4.1.2 Project Commitment**

Describe the current project commitment, and the total number of full-time employees being dedicated to this project for MDOE.

##### **3.4.1.3 Bidder Staff Qualifications**

The bidder must commit dedicated, skilled personnel to MDOE to provide professional services. MDOE shall retain the right to reject any of the Provider's employees whose qualifications, in the reasonable, good faith judgment of MDOE, do not meet the standards established by the MDOE as necessary for the performance of the Agreement. During the course of the Agreement, the MDOE reserves the right to require the Provider to reassign or otherwise remove any Provider employees found unacceptable by MDOE. The bidder must provide a completed list of qualified employees and/or subcontractors who will work on this project, and an outline of the structure of the team and the names of specific key employees that will be assigned to work on this project. Bidder staff qualifications must be completed and submitted with the proposal. Failure to do so will result in a bidder losing points in the scoring process.

##### **3.4.1.4 Client References**

Provide a comprehensive list of clients, including contact information, for whom the bidder has provided similar services within the last three (3) years; include the dates when services were provided. MDOE may contact clients from the list as references for the bidder.

#### **3.4.2 Financial Responsibility**

Provide financial documentation as evidence of adequate financial stability. In the event a bidder is either substantially or wholly owned by another corporate entity, the bidder must also include the most recent detailed financial report of the parent organization and a statement that the parent organization will unconditionally guarantee performance by the bidder on each and every term, covenant, and condition of such Agreement as may be executed by the parties. Any proposed subcontractors, whose percentage of work to be performed (measured as percentage of total Agreement price) equals or exceeds 20 percent, must submit the required information also.

### **3.4.2.1 Financial Summary**

Provide a financial summary of financial performance over the most recent three (3) years of operation, including the following:

Highlights of the year:

- Revenue
- Net Operating Income
- Earnings Before Income Taxes

At year end:

- Total Assets
- Working Capital
- Long Term Debt
- Stockholders' Equity
- Number of Employees

### **3.4.2.2 Financial Stability**

One of two responses is required in this subsection, depending upon whether the firm is publicly held (Section 3.4.2.2.1) or not (Section 3.4.2.2.2). Additionally, all proposals must include a response to the requirements of Section 3.4.2.2.3.

#### **3.4.2.2.1 Publicly Held**

If the bidder is a publicly held corporation, enclose a copy of the corporation's most recent three (3) years of audited financial reports and financial statements and the name, address and telephone number of a responsible representative of the bidder's principal financial or banking organization. The bidder must also disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the organization; or warrant that no such condition is known to exist. The bidder must submit a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission. If this requirement is not met, the bidder must explain why and the Evaluation Committee will consider this during the evaluation.

#### **3.4.2.2.2 Not Publicly Held**

If the bidder is not a publicly held corporation, the bidder may either comply with the preceding subsection or:

- a. Describe the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the Evaluation Committee may reasonably formulate a determination about the stability and financial strength of the organization;
- b. Provide a banking reference;
- c. If available, provide a complete Dunn and Bradstreet credit report dated not more than thirty (30) days prior to the proposal submission; and
- d. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

#### **3.4.2.2.3 Change In Ownership**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

### **3.5 Cost Proposal**

Bidders are required to give a firm, fixed price quotation for the work to be done to complete this RFP. This RFP is to be based on fixed discrete, concrete deliverables (consistent with the Appendix B – Cost Proposal Form format). As part of negotiating an Agreement, a formal, written payments process will be identified and indexed to these deliverables with an acceptance sign-off procedure based on the cost proposal submitted.

Include all costs for the proposal as completed by the required implementation date of June 30, 2010.

Costs must be allocated to the following sequential parts of the project:

- Design,
- Development,
- Implementation,
- Acceptance Testing, and
- Production Cutover and Stabilization.

For each of these parts of the project, the identified costs should be attributed to the deliverables that are included in the project work plan as outlined in Section 3.3.1 of this RFP.

Cost Proposals must also include associated costs for hardware and software necessary to implement the system including production and testing/training environments. Any additional Relational Database Management System (RDBMS) licenses and server peripheral components required to support the selected solution shall be obtained through existing State Agreements by MDOE. These components must be identified in detail in the proposal, but MDOE will price them independently. Cost proposals may include optional annual hosting costs and annual support and maintenance costs (including training) as separate line items on Appendix B – Cost Proposal Form. Cost Proposals must be on the form provided in Appendix B – Cost Proposal Form.

#### **Optional Costs – Remote Hosting**

In addition to proving costs and hardware configurations for hosting the EDW/DSS at the OIT data center in Augusta, bidders may propose optional costs for hosting the system at a remote vendor site. Cost Proposals for Remote Hosting must be on separate sheets of paper attached to the Cost Proposal Form in Appendix B with the title “Optional Costs - Remote Hosting”. The costs for remote hosting will not be scored nor will it have any weight in determination of the award for the integrated data management system.

The State of Maine's Remote Hosting Policy can be viewed at <http://www.maine.gov/oit/policies/RemoteHostingPolicy.htm>.

### **3.6 Bidder Comments**

Bidders are encouraged to include any comments that might further clarify their proposal.

### **3.7 Proposal Organization**

To ensure consistency of presentation, to ensure that MDOE personnel can easily find required information, and to ensure that all requirements have been addressed MDOE requests that proposals be organized as follows:

- a. Cover Letter as described in Section 3.1,
- b. Technical Proposal as outlined in Section 3.2,
- c. Work Plan and Time Frames as outlined in Section 3.3,
- d. Bidder Qualifications as outlined in Section 3.4, and
- e. Cost Proposal as outlined in Section 3.5 in separate sealed envelope (Appendix B –Cost Proposal Form).

## 4 Proposal Evaluation Process

### 4.1 Proposal Evaluation Process

An Evaluation Committee consisting of MDOE personnel and consultants will evaluate all responses to this RFP. Accepted proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received by the date and time specified in **Section 1.7 Preparation of the Proposal** with the correct number of copies and the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the Evaluation Committee members only. Bidders may not contact members of the Evaluation Committee except at the request of the MDOE RFP administrator.

### 4.2 Evaluation of Proposals

Accepted proposals will be evaluated by the Evaluation Committee based on the bidders' responses to the requirements detailed in Section 2. Scoring shall include information obtained by reviewing the bidder's proposal documents, and contacting references. The Evaluation Committee shall be under no obligation to contact bidders for clarification of proposals, but shall reserve the right to do so at any time prior to Agreement award.

At the option of the Evaluation Committee, a test and evaluation (T&E) may be conducted. Each proposal will be evaluated on the basis of the categories below. A point score will be established for each response in each category. Based on the results of the evaluation, the proposals determined to be most advantageous to MDOE, taking into account all of the evaluation factors, will be selected by MDOE.

1. **Bidder Qualifications:** **Total Possible: 30 pts**
  - Qualifications of bidder employees or subcontractors assigned to work on this project
  - Client list from the past three (3) years from which MDOE may select references
2. **Demonstrated Understanding of RFP Section 2 requirements** **Total Possible: 45 pts**
  - Strategy and work plan
  - Ability to meet specified deadlines
  - Outline of the work, demonstrating satisfaction of all technical requirements or alternatives suggested
  - Clarity of proposal
  - Test & Evaluation (if required)
3. **Cost** **Total Possible: 25 pts**
  - The lowest bid will receive the entire 25 points
  - Each of the other bids will receive a share of the 25 points based on the following formula:  $\frac{\text{Lowest bid}}{\text{Bid}} \times 25 = \text{points}$

**RFP Total Possible: 100**

### **4.3 Test and Evaluation**

One or more of the bidders who achieve the highest score (the finalists) may be required:

1. To provide a live demonstration of its proposed solution, preferably in an educational setting;
2. To make its solution available to a MDOE-designated team who will conduct a series of hands-on tests to evaluate functional capabilities as pertain to the goals of this RFP; or
3. Both 1 and 2.

The need, if any, for this Test and Evaluation (T&E) stage will be determined by the Evaluation Committee after completing the evaluation of proposals specified in Section 4.2 of this RFP. For this stage of the evaluation and at short notice (perhaps as soon as 3 business days), each finalist must be prepared to make its proposed solution available to the Evaluation Committee at a bidder site agreed upon by the bidder and MDOE. During this T&E period, the bidder's proposed project manager and other senior staff must make any requested presentation.

If this T&E stage is conducted, the Evaluation Committee will further assess and validate the functionality and effectiveness of each finalist's proposal through bidder demonstrations, MDOE hands-on tests or both. This assessment and validation may result in changes to the scores of a finalist's proposal by the Evaluation Committee.

### **4.4 Final Scoring**

The finalist who achieves the highest score – that is whose proposal reflects the best value offer to MDOE - will be awarded the Agreement subject to successful Agreement negotiations and required Agreement approvals.

## **5 Appendices**

## 5.1 Appendix A - Data Scope

Source	Repository_Name	Subject	Entity	Description	D i r e c t o r y	E D W S c o p e	D S S c o p e	E d F a c t s
	DataSpecs	metadata	System	Data Inventory		y		
	EDEN 20XX-20YY.mdb	Directory	School, School unit	MS Access database used to store directory data required for EDFacts reporting.	y	y		y
Infinite Campus	Maine State Edition	Mixed	All	Infinite Campus - State Edition-V1		y	y	y
MEDMS	Staff Data	Staff	Staff	Staff Data		y		
MEDMS	Special Education Child Count	SpEd	Student	Child Count and Personnel for Special Education		y		
MEDMS	ESL Survey	ELL	Student	MEDMS replaced partial Collection EFI-283. Survey of Bilingual students.		y		
MEDMS	Dropouts/Completers	Graduation	Student			y		
M-Drive	Assessment	Assessment	Student	MEA, MHSA, PAAP, and NECAP files		y	y	y
M-Drive	AYP.mdb	Assessment	School, School unit	The data in this repository comes from the Adequate Yearly Progress Report for NCLB. This data includes sources compiled from student assessment, MEA, NCLB supplemental reports. AYP used for EDEN and LEA requirements.		y	y	y
	Accountability Database yy-yy.xls	Accountability	School, School unit			y	y	y
	CSPR 08.xls	CSPR	School unit			y		y
Infinite Campus	Special Education (EF-S-05)	SpEd	Student	Infinite Campus State Edition		y		y
	MEDMS Reporting	Assessment	Student			y		y
	MHSA0708AYPDisResu lts	Accountability	School, School unit			y		y
	MIS2000	Migrant	student	Migrant student education repository.		y		y
GEM	NCLB Consolidated Application	Financial	School, School unit	Financial Application for Grant Money		y		
GEM	SEEA	SpEd	School, School unit	Financial Application for Special Ed Funds data from EF-S-08. Electronic web based, GEM, www.surveymaine.com, outsourced. Paper is data-entered UNIX, then to GEM		y		
GEM	PSO	student	Student	One Year Post-Graduation Data		y		
GEM	Carl D. Perkins	CTE	School, School unit	Data in repository comes from application fields including financial calculations and explanations of program objectives. Consolidated application for program assistance.		y		
GEM	Program Application		School, School unit	Unit completes a table for each program in which they want to participate.		y		
GEM	Performance Report		School, School unit	Performance reports pertain to the program(s) for which the Unit has previously applied and been approved.		y		
GEM	Title VI App	Title 1	School, School unit	Title VI Rural Low Income Grant Application		y		

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GEM	Title VI PR	Title 1	School, School unit	Title VI Rural Low Income Performance Report		y		
GEM	Health Screening	Health	School, School unit	Data managed by GEM contract. Paper forms are still accepted. Required on site health screening of students.		y		
GEM	GEM	Mixed	School, School unit			y		y
H:\	October 1st Enrollments	Enrollment	Student	Superintendents and Principals are requested to report the names of all the elementary and secondary pupils who claim residence in an Unorganized Territory and attend school in the local unit reporting on the form. Excel online; Electronic submission and		y		
Maine Revenue	1st Quarter	Finance	School unit	EPS source file. Electronic or Paper submission accepted. Print outs, paper saved for two years, then scanned by Maine Revenue in FORTIS. Invoice used to calculate funds.		y		
Maine Revenue	2nd Quarter	Finance	School unit	EPS source file. Electronic or Paper submission accepted. Print outs, paper saved for two years, then scanned by Maine Revenue in FORTIS. Invoice used to calculate funds.		y		
Maine Revenue	3rd Quarter	Finance	School unit	EPS source file. Electronic or Paper submission accepted. Print outs, paper saved for two years, then scanned by Maine Revenue in FORTIS. Invoice used to calculate funds.		y		
Maine Revenue	4thQuarter	Finance	School unit	EPS source file. Electronic or Paper submission accepted. Print outs, paper saved for two years, then scanned by Maine Revenue in FORTIS. Invoice used to calculate funds.		y		
MSB	Case-e	SpEd	Student	Child Development Services Student Information. MSB maintains this repository. MSB maintains this repository		y		
Oracle	Disabilities Report 1 and 2	SpEd	Student	Data collected on web form; used for Federal counts, EDEN, state level AYP. Contains restricted individual student data.		y		
P:\	Contact	Assessment	Staff	Annual Grade3-8 Assessments	y	y		
P:\	CAPS	Assessment	Student	Annual Grade 11 Performance Assessments. CAP is used for follow up when a Docket case is done. Entered in Excel; P:\		y		
P:\	HQ Teachers	Staff	staff	This information is used for CSPR, EDEN, Action Plans, Title II grant applications, and Performance Reports. For teachers of Elementary Education and Elementary Special Education (Self-contained).		y		
P:\	HQT Survey	Staff	Staff	HQT survey designed to improve mentor training methods. This information used for certification, SIS, AYP.		y		
P:\	CIP	Directory		Classification of Instructional Programs. Codes and names of approved courses and schools offering courses.	y	y		
P:\	Community Colleges	Directory	College	College names and dates of articulation agreements	y	y		
P:\	ESL Survey	ELL	Student	Other fields and Paper submission; MEDMS replaced partial Collection EFI- 283. Survey of Bilingual students.		y		
P:\	Graduate Details	Graduation	Student	Data collected through email request. Voluntary participation requested. Dreamweaver application post to MEDMS website P:\localadministrators. Not part of MEDMS db		y		

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P:\	KMMC	student	Student	KMMC notes keep track of the improvements in the educational outcomes of youths who experience disruption in their educational programs. Access database on P:\, into ORACLE; published live with Contribute on web.		y		
P:\	Directors List	Directory	Staff	Data compiled from annual letter request; Names and contacts of SPED Directors and Coordinators.	y	y		
Pan Atlantic Consultants	YRBS	Health	School, School unit	Youth Risk Behavior Survey;		y		
PL/SQL	Vocational Student	CTE	Student	Data from EF-V-116/121; Web form to ORACLE database stored offsite at OIT agency.		y		
SCO UNIX	EF-S-07	EPS	school unit	Tracks subsidy allocation for students, name, duration, amount, location.		y		
SCO UNIX	Program Report	EPS	school unit	UNIX. Electronic form w/paper signature page. Submitted by Excel spread sheet from unit, and mail back.		y		
SQL	School Approval	Directory	School, School unit		y	y		
SQL	Homeschool	student	student	Data from paper submission; Data entry to Access through ODBC to the SQL server database.		y		
SQL	Approval Private	Directory	School, School unit	Data comes from Annual School Approval Report for Private School. Paper submissions must be entered in Excel, then Open-Database-connectivity to the SQL server.	y	y		
SQL	Renewal Private	Directory	School, School unit	Tracks renewal requests and approvals.	y	y		
SQL	Enrollment	Enrollment	School, School unit	Private funded only. Data entry to Excel through ODBC to the SQL server database.		y		

## 5.2 Appendix B - Cost Proposal Form

All costs necessary for implementing and running the proposed system must be identified.

COST PROPOSAL <u>PROJECT COST</u>	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Bidders may insert additional columns as needed	Total
	Deliverable #	Deliverable #	Deliverable #	Deliverable #	Deliverable #	Deliverable #	Deliverable #		
Project Initiation									\$0.00
Planning and Design									\$0.00
Development and Testing									\$0.00
Rollout and Training									\$0.00
Production Cutover/Stabilization									\$0.00
<b>Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software Licenses									
Grand Total									
Annual License, Maintenance & Support Costs (includes training)									
Software Costs (list details)									
Hardware (list details)									
Hosting Costs (Optional)									
SIF Agent and ZIS Costs									

Signature

### **5.3 Appendix C - SIF Data Format Technical Information**

[www.sifinfo.org](http://www.sifinfo.org)

### **5.4 Appendix D - Supporting Policy Documents**

FERPA can be found at the following web site:

<http://www.ed.gov/offices/OM/fpco/ferpa/index.html>

HIPAA can be found at the following web site:

<http://www.hhs.gov/ocr/hipaa/>

Maine Revised Statutes Annotated Title 20-A: Education can be found at the following web site:

<http://janus.state.me.us/legis/statutes/20-A/title20-Ach0sec0.html>

Maine Web Accessibility Policy can be found at the following web site:

<http://www.maine.gov/oit/accessibility/policy/webpolicy.htm>

Maine Web Standards can be found at the following web site:

[http://www.maine.gov/oit/accessibility/purchasing\\_memo.html](http://www.maine.gov/oit/accessibility/purchasing_memo.html)

The State of Maine Information Technology Security Policy can be found at:

<http://www.maine.gov/oit/policies/ITSecurityPolicy2008.pdf>

The State of Maine's Remote Hosting Policy can be found at:

<http://www.maine.gov/oit/policies/RemoteHostingPolicy.htm>

Architecture Compliance Policy can be found at the following web site:

<http://www.maine.gov/oit/policies/ArchitectureCompliancePolicy.html>

State of Maine Information Technology Environment can be found at the following web site:

<http://maine.gov/oit/architecture/SomITEnv/index.html>

Domains and Bricks can be found at the following web site:

<http://maine.gov/oit/architecture/DomainsAndBricks/index.html>

Deployment Certification Policy for Major Application Projects can be found at the following web site:

<http://maine.gov/oit/architecture/DomainsAndBricks/index.html>

## 6 Appendix E - School Administrative Unit Configuration

Maine currently has 290 school units with 152 superintendent offices and 700 schools. A description of the current configuration is listed below. The Maine House and Senate enacted the two-year state budget on Wednesday, June 6, 2007 which includes school administrative reorganization legislation. It is anticipated that the number of school administrative units for the 2009-2010 school year will be reduced to approximately 80 school units.

Currently, there are three types of school units, related to towns or cities in the State of Maine:

- **School Administrative District (SAD):** An SAD is an school unit that has a board of directors with fiscal autonomy from the municipality. Most SADs have more than 1 town and operate schools K-12.
- **Community School District (CSD):** A CSD is an school unit that has a school committee with fiscal autonomy from the municipality. All CSDs have more than 1 town and they operate schools for any grades pre-K-12, decided by citizens when the school unit was formed or modified at a later time.
- **Municipal School System:** A municipal school system is an school unit that has a school board but the town is fiscal agent, operating schools for any combination of grades pre-K-12 or no school. There are 50 school units in Maine with so few students that they do not operate any schools. Students in these school units are all tuitioned to other school units or to private schools.

Beginning July 1, 2009, school units will only include municipal school units and regional school units formed pursuant to State law (20-A MRSA Chapter 103-A). In addition to school units, the following configurations shall be addressed in the MEDMS:

- **School Union:** A school union is not a school unit. Rather, it is a collection of school units that come together for the sole purpose of sharing central office services. The joint union board consists of all the members of member boards. The joint board only meets to employ central office staff and decide on the share of central office costs to be born by each school unit. A school union cannot operate a school. Members of school unions can be municipalities, SADs, or CSDs.
- **Maine Indian Education (MIE) –** A collection of three school units ; Indian Island, Indian Township and Pleasant Point, administered and run by the Indian Nation, inter or intra tribe for the purpose of sharing central office services.
- **Private Schools Enrolling at least 60% of Students at Public Expense:** Erskine Academy, Foxcroft Academy, Fryeburg Academy, George Stevens Academy, Lee Academy, John Bapst High School, Liberty School, Lincoln Academy, Maine Central Institute, Thornton Academy, and Washington Academy.
- **Technology Regions:** A technology region is a quasi-municipal corporation established by the Legislature to provide career and technical education to secondary students that is comprised of all the school administrative units within the geographical boundaries set forth for each career and technical education region in section 8451. A region is governed by a cooperative board formed and operating in accordance with 20-A MRSA, Chapter 313.
- **Education in Unorganized Territory:** Education in Maine's unorganized territory is a responsibility of the State. The education of territory children is accomplished by the state operating schools which are in unorganized townships and by the assignment of agent superintendents to assure that each child in an unorganized township receives education. These agents are assigned by the Commissioner of Education.
- **State Funded Schools:** Governor Baxter School for the Deaf, Long Creek Youth Development Center, Mountain View Youth Development Center, and Maine School for Science and Mathematics.

**5.6 Appendix F – Standard Agreement**

AdvantageME CT No: \_\_\_\_\_

STATE OF MAINE  
DEPARTMENT OF \_\_\_\_\_  
Agreement to Purchase Services

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the State of Maine, \_\_\_\_\_, hereinafter called “Department,” and \_\_\_\_\_, located at \_\_\_\_\_, telephone number \_\_\_\_\_, hereinafter called “Provider”, for the period of \_\_\_\_\_ to \_\_\_\_\_.

The AdvantageME Vendor/Customer number of the Provider is \_\_\_\_\_

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed  
Rider B-IT - Payment and Other Provisions  
Rider C – Exceptions to Rider B-IT  
Rider D, E, and/or F – (At Department’s Discretion)  
Rider G – Identification of Country in Which Contracted Work will be Performed

WITNESSETH, that this contract is consistent with Executive Order 01 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in \_\_\_\_\_ original copies.

**DEPARTMENT OF** \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title, Department Representative

and

By: \_\_\_\_\_  
Name and Title, Provider Representative

Total Agreement Amount: \$ \_\_\_\_\_

Approved: \_\_\_\_\_

Chair, State Purchases Review Committee

BP54 (Rev 9/07)

# EDW/DSS Request For Proposal

## AdvantageME ACCOUNT CODING

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT		OBJ		JOB NO.	PROGRAM

RIDER A  
SPECIFICATIONS OF WORK TO BE PERFORMED

**RIDER B-IT**

**METHOD OF PAYMENT AND OTHER PROVISIONS**

1. **AGREEMENT AMOUNT** \$ \_\_\_\_\_

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

\_\_\_\_\_  
\_\_\_\_\_

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice. The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

4. **AGREEMENT ADMINISTRATOR** The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider. The Provider shall address all correspondence, notification, progress report, etc. to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in

the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

**6. SUBCONTRACTORS** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

**7. SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

**8. EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.
5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.
6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**9. EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**10. STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**11. NO SOLICITATION** The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**12. ACCOUNTING, RECORDS, AND AUDIT**

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.
2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.
3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.
4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.
5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.
6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

**7. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**13. TERMINATION** The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;

2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

**14. GOVERNMENTAL REQUIREMENTS** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

**15. GOVERNING LAW** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

**16. STATE HELD HARMLESS** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**17. LIMITATION OF LIABILITY** The Provider's liability for damages sustained by the Department as the result of Provider's default or acts or omissions in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be no greater than:

1. Damages for violation or infringement of any copyright or trademark;
2. Damages for bodily injury (including death) to persons, and damages for physical injury to tangible personal property or real property; and
3. The amount of any other actual direct damages up to the greater of \$500,000 or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000. For example, if the Product or Service that is the subject of the claim was valued at \$15,000,000, then the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" would typically include the following, but not be limited to, Materials, Source Code, Machine Code, and Licenses.

Notwithstanding the above, Provider shall not be liable for any indirect or consequential damages.

**18. NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

**19. APPROVAL** This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

**20. INSURANCE REQUIREMENTS** The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

**1. Minimum Coverage**

1. Commercial general liability (including products, completed operations, and broad-form contractual): \$1,000,000 per occurrence;
2. Workers' Compensation and employer's liability: as required by law;
3. Vehicle liability: \$400,000 per occurrence;
4. Professional liability: \$1,000,000; and
5. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence.

**2. Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:

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1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Provider shall furnish the Department with certificates of insurance and with those endorsements, if any, effecting coverage required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason including nonpayment.

**21. NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**22. SEVERABILITY** The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**23. INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

**24. FORCE MAJEURE** Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

**25. SET-OFF RIGHTS** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

**26. INTERPRETATION OF THE AGREEMENT**

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling** Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

**27. PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

**28. NOTICES** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

**29. ADVERTISING AND PUBLICATIONS** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

**30. CONFLICT OF INTEREST** The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

**31. LOBBYING**

1. **Public Funds** No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or

State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification** Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds** If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

## **32. PROVIDER PERSONNEL**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

**33. STATE PROPERTY** The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

**34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

**35. PRODUCT WARRANTY** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

**36. OPPORTUNITY TO CURE** The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision is not and shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

**37. COVER** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

**38. ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT applications must comply

with the Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

**39. STATE IT POLICIES** All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/oitpolicies) effective at the time this Agreement is executed

**40. CONFIDENTIALITY**

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with Maine Public Law 10 MRSA §1347 (Notice of Risk to Personal Data Act).

**41. OWNERSHIP**

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

**42. CUSTOM SOFTWARE** For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software

shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

**43. OFF-THE-SHELF (OTS) SOFTWARE** For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

**44. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**45. THIS ITEM IS INTENTIONALLY LEFT BLANK**

**46. ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

EDW/DSS Request For Proposal

RIDER C  
EXCEPTIONS TO RIDER B-IT

EDW/DSS Request For Proposal

RIDER D

Not Required: For use at Department's Discretion

EDW/DSS Request For Proposal

RIDER E

Not Required: For use at Department's Discretion

EDW/DSS Request For Proposal

RIDER F

Not Required: For use at Department's Discretion

RIDER G  
IDENTIFICATION OF COUNTRY  
IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

☐

**United States. Please identify state:** \_\_\_\_\_

☐

**Other. Please identify country:** \_\_\_\_\_

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

-End of Rider G-